



**Middlesex County
Document Summary Sheet**

MIDDLESEX COUNTY CLERK NJ

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NEW BRUNSWICK NJ 08903

INSTR # 2024003896

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NANCY J. PINKIN, COUNTY CLERK

MIDDLESEX COUNTY, NEW JERSEY

RECORDING FEES \$175.00

Official Use Only

Transaction Identification Number

6993950

8539959

Submission Date(mm/dd/yyyy)

01/22/2024

No. of Pages (excluding Summary Sheet)

15

Recording Fee (excluding transfer tax)

\$175.00

Realty Transfer Tax

\$0.00

Total Amount

\$175.00

Document Type

MISCELLANEOUS DEED

Municipal Codes

PLAINSBORO

PLB

Batch Type L2 - LEVEL 2 (WITH IMAGES)

Return Address (for recorded documents)

KENSINGTON VANGUARD

39 W 37TH ST FL 3

NEW YORK, NY 10018

760570

Additional Information (Official Use Only)

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**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.**



**Middlesex County
Document Summary Sheet**

MISCELLANEOUS DEED	Type	MISCELLANEOUS DEED				
	Consideration					
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	01/12/2024				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		THE TRUSTEES OF PRINCETON UNIVERSITY A NEW JERSEY NON-PROFIT CORPORAT				
	GRANTEE	Name			Address	
		WRV NURSERIES PLAINSBORO OWNER LLC A NEW JERSEY LIMITED LIABILITY COM				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		PL	106	1		PLB
		PL	102	5		PLB
	PL	102	6		PLB	

*** DO NOT REMOVE THIS PAGE.**

**COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
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Prepared by and after Recording Return to:

Dorothy Bolinsky, Esq.
105 College Road East
P.O. Box 627

Princeton, New Jersey

08542-0627 (Per NJSA 46:26A-3 preparer
signature not required)

Parcel ID # _____

ENVIRONMENTAL AGREEMENT

This **Environmental Agreement** (this “**Agreement**”) is made effective as of this 12 day of January, 2024, by and between **THE TRUSTEES OF PRINCETON UNIVERSITY**, a non-profit corporation of the State of New Jersey with an office at One Nassau Hall, Princeton, New Jersey 08544 (“**Seller**”) and **WRV NURSERIES PLAINSBORO OWNER, LLC**, a New Jersey limited liability company, having an address c/o Woodmont Properties, 100 Passaic Avenue, Suite 240, Fairfield, New Jersey 07004 (“**Buyer**”) (collectively, the “**Parties**”), with reference to the following Recitals:

A. Seller and WRV Nurseries, LLC entered into a Contract for Sale of Real Estate dated as of August 31, 2022 (as amended through the date hereof) (the “**Contract for Sale**”), pertaining to the sale and purchase of certain real property known as (i) Block 102, Lots 5 and 6, and Block 106, Lot 1 on the official tax maps of Plainsboro Township, Middlesex County, New Jersey (the “**Plainsboro Property**”); and (ii) Block 99, Lots 3.213, 8.041 and 14.04 on the official tax maps of South Brunswick Township, Middlesex County, New Jersey, all of which are depicted and more particularly described on Exhibit A hereto.

B. WRV Nurseries, LLC subsequently entered into an Assignment of Contract for Sale of Real Estate with Buyer, dated January 12, 2024, in which WRV Nurseries, LLC assigned, set over, and transferred to Buyer all of WRV Nurseries, LLC’s rights and obligations under the Contract for Sale with respect to the Plainsboro Property only, and Buyer assumed all of WRV Nurseries, LLC’s rights and obligations under the Contract for Sale with respect to the Plainsboro Property only.

C. In accordance with Section 17 of the Contract for Sale, the Parties agreed to record a written document setting forth their agreement regarding certain rights, obligations, and liabilities with respect to Hazardous Substances (as herein defined) in connection with the Plainsboro Property.

NOW, THEREFORE, in consideration for the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
 - 1.1 The term “ARRCS” shall mean the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C-1 *et seq.*
 - 1.2 The term “BCSRA” shall mean the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1 *et seq.*
 - 1.3 The term “Change Documents” shall have the meaning set forth in Section 3.
 - 1.4 The term “Closing Date” shall mean January 12, 2024.
 - 1.5 The term “Effective Date” shall mean August 31, 2022.
 - 1.6 The term “HAPs” shall mean historically applied pesticides.
 - 1.7 The term “Hazardous Substances” shall have the meaning set forth under the Remediation Requirements (including, but not limited to, HAPs).
 - 1.8 The term “LSRP” shall mean Licensed Site Remediation Professional.
 - 1.9 The term “NJDEP” shall mean the New Jersey Department of Environmental Protection.
 - 1.10 The term “NJDEP Case” shall mean the following: NJDEP Program Interest (“PI”) No. 009884, NJDEP Case Tracking No. 99-12-23-0613-49, which involves discharges of HAPs in soil that have been remediated and are subject to Remedial Action Permit No. RAP140001.
 - 1.11 The term “RAP” shall have the meaning set forth in Section 3.
 - 1.12 The term “Remediation Requirements” shall have the meaning set forth in Section 2.
 - 1.13 The term “Spill Act” shall mean the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.*
 - 1.14 The term “SRRA” shall mean the Site Remediation Reform Act, N.J.S.A. 58:10C-1 *et seq.*
 - 1.15 The term “Technical Regulations” shall mean the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1 *et seq.*

2. Buyer shall assume, conduct and remain solely responsible for the investigation and remediation of any discharged Hazardous Substances at the Plainsboro Property discharged prior to the Effective Date, including but not limited to any and all HAPs currently present at the Plainsboro Property, at Buyer's sole cost and expense, in accordance with applicable laws, rules and regulations, including, but not limited to, the Spill Act, SRRA, BCSRA, ARRCs, and Technical Regulations (collectively, the "**Remediation Requirements**") under the oversight of a LSRP retained by Buyer or any governmental authority with jurisdiction. Buyer shall provide copies of any and all submissions to the NJDEP simultaneously to Seller.
3. The parties have executed a Remedial Action Permit Transfer/Change of Property Ownership Applications and will execute any other necessary documentation required by the Remediation Requirements, including, for example, the Remedial Action Permit Contact Information Change form and Remedial Cost Review form ("**Change Documents**"), for submission to NJDEP that identifies Buyer as (i) the owner of the Plainsboro Property; (ii) a co-permittee on soil RAP No. RAP140001 for PI# 009884 (the "**RAP**"); (iii) the party that has primary responsibility for permit compliance with respect to the RAP; and (iv) the billing contact for the RAP. Buyer shall also be responsible for obtaining and maintaining the applicable Financial Assurance for the RAP, unless otherwise exempted pursuant to N.J.S.A. 58:10C-19 (c)(2) or any other Remediation Requirement. Buyer's Financial Assurance if required shall be in the form and mechanism permitted by the Remediation Requirements. Immediately after the Closing Date, Seller's LSRP(s) shall submit the Change Documents to NJDEP and Buyer and Seller shall cooperate and assist each other in seeking the RAP transfers and NJDEP's release of Seller's Financial Assurance for the RAP. As the party identified as having primary responsibility for permit compliance, Buyer's responsibility shall include, but is not limited to: (1) payment of any application and other permit fees; (2) posting and maintaining any financial assurance required to obtain and maintain such permit, unless exempted pursuant to N.J.S.A. 58:10C-19 (c)(2); (3) responsibility for the public notice obligations pursuant to the ARRCs; (4) otherwise complying with all of the terms and conditions of the RAP, including the biennial certification requirements; (5) taking action as may be required by NJDEP to continue, modify and/or extend the permit until RAP is no longer necessary or required pursuant to the Remediation Requirements and approved by NJDEP; and (6) upon any subsequent sale of the Plainsboro Property, Buyer shall remain a co-permittee and the party with primary responsibility for permit compliance for the RAP until NJDEP approves a RAP modification designating the future owner as the party with primary responsibility for permit compliance, subject to this Agreement. To the extent that Seller must sign on to any future RAP transfers, Seller will do so only if the person to whom the RAP is being transferred agrees to be the permittee with primary responsibility for permit compliance.

4. Upon submitting the Change Documents identified in Section 3, Seller's LSRP(s) shall dismiss himself/themselves as the LSRP(s) with respect to the NJDEP Case by submitting a NJDEP Retention Release Form. Once Seller's LSRP(s) is/are dismissed, as provided herein, Buyer shall immediately retain a LSRP and have him/her submit the NJDEP Retention Release Form identifying him/her as Buyer's LSRP for the NJDEP Case. Buyer shall take such steps as shall be necessary to substitute Buyer as the person responsible for conducting the remediation (but not the responsible party) for any NJDEP case for which a Response Action Outcome (as defined pursuant to the SRRA) has not been issued by the Closing Date. Buyer (or any future owner of the Plainsboro Property or any portion thereof) shall be identified as the person responsible for conducting the remediation for any contamination required to be addressed hereunder that is not a part of the NJDEP Case. Buyer shall promptly notify Seller of its retention of the LSRP and his/her submission of the NJDEP Retention Release Form for the NJDEP Case and shall provide Buyer with copies of any documents submitted to and/or received from NJDEP concerning the same or any other NJDEP case opened by Buyer at the Plainsboro Property relating to Hazardous Substance discharges that occurred prior to the Closing Date.
5. Buyer shall perform the investigation and remediation of the Plainsboro Property, including but not limited to, the NJDEP Case and any other discharges of Hazardous Substances on the Plainsboro Property, shall remediate all discharges of Hazardous Substances, including but not limited to HAP-impacted soil, within the limits of the Plainsboro Property and obtain Response Action Outcomes for all discharges of Hazardous Substances for which a Response Action Outcome has not yet been issued in compliance with and in a form as required by the Remediation Requirements.
6. Buyer will, and does hereby agree to release Seller, its officers, directors, affiliates, employees, agents, and contractors and its and their respective successors and assigns, from and against any and all claims, demands, suits, obligations, payments, damages, (including, but not limited to, natural resource damages), losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees) arising out of directly or indirectly the actual or alleged presence, discharge or threat of discharge of any Hazardous Substances in or on the soil or groundwater, on, under or from the Plainsboro Property and any migration of Hazardous Substances on or from the Plainsboro Property, including, but not limited to HAPs. Buyer will, and does hereby agree to release, indemnify, defend and hold harmless Seller, its officers, directors, affiliates, employees, agents, and contractors and its and their respective successors and assigns, from and against any and all claims, demands, suits, obligations, payments, damages, (including, but not limited to, natural resource damages), losses, penalties, liabilities, costs and expenses (including but not limited to attorneys' fees) arising out of, directly or indirectly, Buyer's or Buyer's agents, representatives, or contractor's actions or inactions which breach Buyer's obligations pursuant to this Environmental Agreement, including but not limited to, those relating to HAPs and any migration of Hazardous Substances associated therewith on or from the Plainsboro Property.
7. This Agreement shall run with the land and shall be recorded with the Middlesex County Clerk's office within ten (10) days after the Closing Date, whereby the agreements, duties,

responsibilities and covenants under this Agreement shall be assumed by Buyer and shall inure to the benefit of, and be binding upon, Buyer, Seller, and their respective heirs, successors and assigns, and Buyer's successors and assigns in title, and all persons claiming under them, including, but not limited to any subsequent owner of the Plainsboro Property or any portion thereof.

8. This Agreement shall be freely assignable by Buyer to any subsequent owner of the Plainsboro Property or any portion thereof, and to the extent that only a portion of the Plainsboro Property is transferred, such assignment shall be limited to that portion of the Plainsboro Property. Seller shall provide advance written notice to Buyer at least fifteen (15) days prior to the transfer of the Plainsboro Property or any portion thereof so that Seller can ensure that this Agreement will be properly assigned. Any assignment of the Environmental Agreement shall be in writing and recorded with the Middlesex County Clerk's office within ten (10) days after ownership is transferred.

9. **Notices.**

- 9.1 All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if transmitted in the manner set forth in Section 9.2, below, addressed as follows:

[Remainder of page left intentionally blank]

If to Seller, to:

Curt Emmich
Director of Real Estate
Office of Capital Projects
105 College Road East
Princeton, New Jersey 08540
Telephone: 609-452-7720
cemmich@princeton.edu

With a copy to:

Kristin R. Muenzen, Esq.
Office of the General Counsel
New South Building, Fourth Floor
Princeton, NJ 08544
Telephone: 609-258-2525
kmuenzen@princeton.edu

And a copy to:

Bradley E. Marcum, Esq.
Faegre Drinker Biddle & Reath LLP
105 College Road East
PO Box 627
Princeton, NJ 08542
Telephone: 609-716-6557
brad.marcum@faegredrinker.com

If to Buyer:

Stephen A. Santola
Executive Vice President & General Counsel
Greenbrook Executive Center
100 Passaic Avenue, Suite 240
Fairfield, New Jersey 07004
Voice: 973.316.9400 - Ext: 254
Direct: 973.487.1780
Fax: 973.316.5520
ssantola@woodmontproperties.com
www.woodmontproperties.com

With a copy to:

Peter Wolfson, Esq. & Jennifer L. Solberg, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, New Jersey 07054
pwolfson@daypitney.com;
jsolberg@daypitney.com

[Remainder of page left intentionally blank]

- 9.2 Any notice or other communication delivered or sent in accordance with the provisions of this Section shall be deemed to have been properly given or served on the day of delivery, if delivered by overnight delivery service or courier service, or, if mailed, on the date of receipt or rejection as evidenced by the green receipt card, if deposited in the United States mail addressed to such party by registered or certified mail, postage prepaid, return receipt requested, or by automated confirmation of delivery if delivered by email.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.
11. **Miscellaneous.**
- 11.1 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to such persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such terms and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11.2 No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any succeeding or preceding breach thereof, or any other covenant or provision herein contained. No extension of time of any obligation or act shall be deemed an extension of the time for performance of any other obligation to act except those of the waiving party, which shall be extended by a period of time equal to the period of delay.
12. **Counterparts/Delivery.** This Agreement may be executed in two or more duplicate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
13. **Entire Agreement.** This Agreement and the Contract for Sale embody the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings between the Parties relating thereto. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first written above.

THE TRUSTEES OF PRINCETON UNIVERSITY, a non-profit corporation of the State of New Jersey

By: [Signature]

Name: KyuJung Whang

Date: 1/4/24

STATE OF NEW JERSEY)
 :SS.
COUNTY OF MERCER)

On the 4 day of January, 2024, before me, the undersigned subscriber, a notary public in and for the above State, personally appeared KyuJung Whang, who acknowledged himself/herself to be the Vice President for Facilities of The Trustees of Princeton University, and that he/she, being authorized to do so, executed the foregoing Environmental Agreement for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.

[Signature]

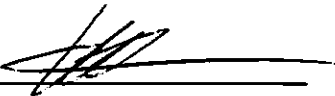
Notary Public

My Commission Expires:



Signature Page to Environmental Agreement (Plainsboro)

WRV NURSERIES PLAINSBORO, LLC, a limited liability company of the State of New Jersey

By: 

Name: Eric Witmond, Authorized Signatory

Date: _____

STATE OF NEW JERSEY :

SS.

COUNTY OF Essex :

On the 10th day of JANUARY, 2024, before me, the undersigned subscriber, a notary public in and for the above State, personally appeared Eric Witmond, who acknowledged himself to be the Authorized Signatory of WRV Nurseries Plainsboro, LLC, and that he/she, being authorized to do so, executed the foregoing Environmental Agreement for the purposes therein contained.

Witness my hand and official seal the day and year aforesaid.



Notary Public

My Commission Expires:

CHRISTINE MARSH Notary Public, State of New Jersey Comm. # 50066686 My Commission Expires 8/22/2027
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[Signature Page for Environmental Agreement-Plainsboro]

Exhibit A
[attached]

PARCEL ONE:

FEE PARCEL:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Plainsboro, in the County of Middlesex, State of New Jersey:

BEGINNING at a **POINT**, said point being the southwesterly corner of the herein described Lot 5 in Block 102, lands N/F The Trustees of Princeton University, and also being the southeasterly corner of Lot 1 in Block 102, lands N/F Barclay Square at Forrestal, LLC, said point being in the northerly right-of-way line of Seminary Drive (a variable width right-of-way); said point having New Jersey State Plane Coordinate System (NAD83, US Survey Feet) modified ground coordinates of N 555.831.43', E 459,139.69', and from said **BEGINNING POINT**, running, thence:

1. Along the easterly line of said Lot 1 in Block 102 the following three (3) courses; N 15 degrees 26 minutes 51 seconds E, 840.50 feet to a point corner to same, thence;
2. N 74 degrees 33 minutes 09 seconds W, 38.15 feet to a point corner to same, thence;
3. N 15 degrees 26 minutes 51 seconds E, 760.96 feet to a point corner to same and in the municipal division line between the Township of South Brunswick to the north and the Township of Plainsboro to the south, said point also being in the southerly line of Lot 3.211 in Block 99 in the Township of South Brunswick, lands N/F Gregory Bannish, et al, thence;
4. Passing along the said southerly line of Lot 3.211 in Block 99, and continuing along the southerly line of Lot 3.212 in Block 99 in the Township of South Brunswick, lands N/F Township of South Brunswick, and Lot 14.04 in Block 99 in the Township of South Brunswick, lands N/F The Trustees of Princeton University, and along the aforesaid municipal division line; S 73 degrees 49 minutes 19 seconds E, 1,220.07 feet to a point being the northwesterly corner of Lot 6 in Block 102 (future Nursery Road), lands N/F The Trustees of Princeton University, thence;
5. Leaving said line of Lot 14.04 in Block 99, and the said municipal division line, and passing along the westerly line of said Lot 6 in Block 102 (future Nursery Road), the following two (2) courses; S 16 degrees 48 minutes 28 seconds W, 1296.61 feet to an angle point in same, thence;
6. S 21 degrees 14 minutes 18 seconds W, 236.13 feet to an angle point in the existing northerly right-of-way line of aforesaid Seminary Drive (variable width right-of-way), thence;
7. Along the said northerly right-of-way line of Seminary Drive the following three (3) courses; S 61 degrees 37 minutes 36 seconds W, 38.08 feet to an angle point in same marked by a VNHA concrete monument found, thence;
8. N 77 degrees 59 minutes 28 seconds W, 458.47 feet to an angle point in same marked by a VNHA concrete monument found, thence;
9. N 74 degrees 37 minutes 49 seconds W, 642.09 feet to the **POINT** and **PLACE** of **BEGINNING**.

BEING KNOWN and designated as Lot 5 in Block 102 as shown on a certain map entitled, "Final Subdivision Plat, Block 102, Lots 2, 3 & 4 and Block 106 Lot 4, prepared for the Trustees of Princeton University", filed in the Office of the Middlesex County Clerk on June 6, 2007 as Map No. [6489-988].

FOR INFORMATION PURPOSES ONLY: BEING known as Seminary Drive, Plainsboro, NJ 08536, Tax Lot 5 QFARM, Tax Block 102 on the Official Tax Map of Plainsboro, NJ.

EASEMENT PARCEL:

TOGETHER with the easement benefits as set forth in the Drainage Easement Agreement dated June 24, 2002 and recorded in the Office of the Middlesex County Clerk on July 2, 2002 in Book 5063, Page 860.

PARCEL TWO:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Plainsboro, in the County of Middlesex, State of New Jersey:

BEGINNING at a **POINT**, said point being marked by a VNHA concrete monument found in the northeasterly right-of-way line of College Road West (variable width right-of-way), and being the southeasterly corner of herein described Lot 6 Block 102 (future Nursery Road), lands N/F The Trustees of Princeton University, said point also being the terminus of the 17th course of the legal description of Lot 1 in Block 106, other lands N/F The Trustees of Princeton University, now or about to be recorded, said point also having New Jersey State Plane Coordinate System (NAD83 US Survey Feet) modified ground coordinates of N 555,640.11', E 460,398.71', and from said **BEGINNING POINT** running, thence;

1. Along the said northerly right-of-way line of College Road West: N 68 degrees 46 minutes 07 seconds W, 127.00 feet to a point marked by a VNHA concrete monument found, thence;
2. Along the easterly line of Lot 5 in Block 102, other lands N/F The Trustees of Princeton University, N 21 degrees 14 minutes 18 seconds E, 126.43 feet to an angle point in same, thence;
3. Along the same, N 16 degrees 48 minutes 28 seconds E, 1,296.61 feet to a point in the municipal division line between the Township of South Brunswick to the north and the Township of Plainsboro to the south, said point also being in the southerly line of Lot 14.04 in Block 99 in the Township of South Brunswick, other lands N/F The Trustees of Princeton University, thence;
4. Along said southerly line of Lot 14.04 in Block 99 in the Township of South Brunswick, and along said municipal division line, S 73 degrees 49 minutes 19 seconds E, 108.01 feet to a point, thence;
5. Leaving said line and the said municipal division line and passing along the westerly line of aforesaid Lot 1 in Block 106, still other lands N/F The Trustees of Princeton University, the following four (4) courses; S 16 degrees 48 minutes 28 seconds W, 484.94 feet to an angle point in same, thence;
6. S 15 degrees 26 minutes 07 seconds W, 500.96 feet to an angle point in same, thence;
7. S 16 degrees 48 minutes 28 seconds W, 366.06 feet to a point of curvature in same marked by a VNHA concrete monument found, thence;
8. In a southwesterly direction on a curve to the right having a radius of 1,066.00 feet, an arc length of 81.91 feet, a delta angle of 04 degrees 24 minutes 09 seconds, and a chord of S 19 degrees 00 minutes 32 seconds W, 81.89 feet to the **POINT** and **PLACE** of **BEGINNING**.

BEING KNOWN and designated as Lot 6 in Block 102 as shown on a certain map entitled, "Final Subdivision Plat, Block 102, Lots 2, 3 & 4 and Block 106 Lot 4, prepared for the Trustees of Princeton University", filed in the Office of the Middlesex County Clerk on June 6, 2007 as Map No. [6489-988].

FOR INFORMATION PURPOSES ONLY: **BEING** known as College Road, Plainsboro, NJ 08536, Tax Lot 6 QFARM, Tax Block 102 on the Official Tax Map of Plainsboro, NJ.

PARCEL THREE:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Plainsboro, in the County of Middlesex, State of New Jersey:

BEGINNING at a POINT, said point being marked by a concrete monument found in the northwesterly right-of-way line of State Highway US Route 1 (variable width right-of-way) at the intersection of said line with the municipal division line between the Township of South Brunswick to the north, and the Township of Plainsboro to the south, said monument having New Jersey State Plane Coordinate System (NAD83, US Survey Feet) modified ground coordinates of N 556,260.28', E 463,407.53', said monument also being found at the terminus of the second (2nd) course of Deed Book 6695 Page 466 describing Lot 14.04 in Block 99 in South Brunswick Township, lands N/F The Trustees of Princeton University, said point also being the most southeasterly corner of said Lot 14.04 in Block 99 and the northeasterly corner of Lot 1 in Block 106 in Plainsboro Township as herein described, and from said **BEGINNING POINT** running, thence:

1. Along the northwesterly line of New Jersey State Highway US Route 1 and continuing along the jughandle ramp right-of-way connecting said US Route 1 with the northerly right-of-way line of College Road West (variable width right-of-way) the following twelve (12) courses: S 44 degrees 52 minutes 24 seconds W, 91.98 feet to a point marked by an iron pin found at an angle point in same, thence;
2. S 42 degrees 57 minutes 51 seconds W, 346.66 feet to a point of curvature, thence;
3. In a southwesterly direction on a curve to the right having a radius of 490.00 feet, an arc length of 554.83 feet, a delta angle of 64 degrees 52 minutes 36 seconds, and a chord of S 75 degrees 24 minutes 09 seconds W, 525.66 feet to a VNHA capped iron pin found at a point of tangency, thence;
4. N 72 degrees 09 minutes 33 seconds W, 262.02 feet to a VNHA capped iron pin found at a point of curvature, thence;
5. In a westerly direction on a curve to the left having a radius of 574.00 feet, an arc length of 496.57 feet, a delta angle of 49 degrees 34 minutes 00 seconds, and a chord of S 83 degrees 03 minutes 27 seconds W, 481.23 feet to a VNHA capped iron pin found at a point of compound curvature, thence;
6. In a southwesterly direction on a curve to the left having a radius of 324.00 feet, an arc length of 141.22 feet, a delta angle of 24 degrees 58 minutes 23 seconds, and a chord of S 45 degrees 47 minutes 15 seconds W, 140.10 feet to a VNHA capped iron pin found at a point of tangency, thence;
7. S 33 degrees 18 minutes 04 seconds W, 200.00 feet to a VNHA capped iron pin found at a point of curvature, thence;
8. In a southwesterly direction on a curve to the right having a radius of 240.00 feet, an arc length of 258.82 feet, a delta angle of 61 degrees 47 minutes 17 seconds, and a chord of S 64 degrees 11 minutes 42 seconds W, 246.46 feet to a VNHA capped iron pin found at a point of tangency, thence;
9. N 84 degrees 54 minutes 39 seconds W, 200.00 feet to a VNHA capped iron pin found at a point of curvature, thence;
10. In a southwesterly direction on a curve to the left having a radius of 192.00 feet, an arc length of 92.34 feet, a delta angle of 27 degrees 33 minutes 20 seconds, and a chord of S 81 degrees 18 minutes 41 seconds W, 91.45 feet to a VNHA capped iron pin found at a point of tangency, thence;
11. S 67 degrees 32 minutes 01 seconds W, 230.00 feet to a VNHA capped iron pin found at a point of curvature, thence;
12. In a westerly direction on a curve to the right having a radius of 240.00 feet, an arc length of 158.69 feet, a delta angle of 37 degrees 53 minutes 05 seconds, and a chord of S 86 degrees 28 minutes 33 seconds W, 155.82 feet to a point of tangency on the northerly right-of-way line of College Road West (variable width right-of-way), thence;
13. Along said northerly right-of-way line of College Road West the following five (5) courses: N 74 degrees 34 minutes 54 seconds West, 66.54 feet to a point of curvature, thence;
14. In a westerly direction on a curve to the left having a radius of 88.55 feet, an arc length of 10.02 feet, a delta angle of 06 degrees 28 minutes 59 seconds, and a chord of N 75 degrees 03 minutes 10 seconds W, 10.01 feet to a point marked by a VNHA concrete monument found, thence;

15. Along a right-of-way width transition line, N 15 degrees 42 minutes 30 seconds E, 4.81 feet to a VNHA concrete monument found at a non-tangent point of curvature on the widened northerly right-of-way line of College Road West (variable width right-of-way), thence;
16. In a westerly direction on a curve to the right having a radius of 3,939.00 feet, an arc length of 235.69 feet, a delta angle of 03 degrees 25 minutes 42 seconds, and a chord of N 72 degrees 50 minutes 20 seconds W, 235.66 feet to a point of compound curvature, thence;
17. In a northwesterly direction on a curve to the right having a radius of 138.00 feet, an arc length of 222.39 feet, a delta angle of 92 degrees 20 minutes 05 seconds, and a chord of N 24 degrees 57 minutes 26 seconds W, 199.10 feet to a point of reverse curvature marked by a VNHA concrete monument found, thence;
18. Along the easterly line of Lot 6 in Block 106, also being future Nursery Road, and being other lands N.F. The Trustees of Princeton University, the following four (4) courses; In a northeasterly direction on a curve to the left having a radius of 1,066.00 feet, an arc length of 81.91 feet, a delta angle of 04 degrees 24 minutes 09 seconds, and a chord of N 19 degrees 00 minutes 32 seconds E, 81.89 feet to a point of tangency marked by a VNHA concrete monument found, thence;
19. N 16 degrees 48 minutes 28 seconds E, 366.06 feet to an angle point, thence;
20. N 15 degrees 26 minutes 07 seconds E, 500.96 feet to an angle point, thence;
21. N 16 degrees 48 minutes 28 seconds E, 484.94 feet to a point in the southerly line of aforesaid Lot 14.04 in Block 99 in South Brunswick Township, and said point being in the aforesaid municipal division line between the Township of South Brunswick to the north, and the Township of Plainsboro to the south, thence;
22. Along said line, S 73 degrees 49 minutes 19 seconds E, 2,709.68 feet to the **POINT and PLACE of BEGINNING**.

BEING KNOWN and designated as Lot 1 in Block 106 as shown on a certain map entitled, "Final Subdivision Plan, Block 102, Lots 2, 3 & 4 and Block 106 Lot 4, prepared for the Trustees of Princeton University", filed in the Office of the Middlesex County Clerk on June 6, 2007 as Map No. [6489-988].

FOR INFORMATION PURPOSES ONLY: BEING known as US Route 1, Plainsboro, NJ 08536, Tax Lot 1 QFARM, Tax Block 106 on the Official Tax Map of Plainsboro, NJ.